

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

MEETING DATE: 11/17/04

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

AGENDA ITEM WORDING: Approval of lease agreement extension for Enterprise Leasing Company for operations at the Florida Keys Marathon Airport.

ITEM BACKGROUND: Current lease expires 11/15/04. Agreement extends expiration date to November 14, 2009.

PREVIOUS RELEVANT BOCC ACTION: Approval of lease agreement 1/17/96, extension agreement 1/19/00.

CONTRACT/AGREEMENT CHANGES: Extends the term of the lease to November 14, 2009.

STAFF RECOMMENDATION: Approval

TOTAL COST: Revenue Producing

BUDGETED: N/A

COST TO AIRPORT: None

SOURCE OF FUNDS: N/A

COST TO PFC: None

COST TO COUNTY: None

REVENUE PRODUCING: Yes

AMOUNT PER YEAR: ~ \$85,000.00, FY 2004

APPROVED BY: County Attorney X

OMB/Purchasing X

Risk Management X

DIRECTOR OF AIRPORTS APPROVAL


Peter J. Horton 

DOCUMENTATION: Included X

To Follow

Not Required

AGENDA ITEM #

FL6

DISPOSITION: _____

/bev
APB

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Enterprise Leasing Company

Effective Date: 11/15/04

Expiration Date: 11/14/09

Contract Purpose/Description: Lease Agreement Extension for Enterprise Leasing Company for operations at the Florida Keys Marathon Airport

Contract Manager: Bevette Moore
(name)

5195
(Ext.)

Airports - Stop # 5
(Department/Courier Stop)

for BOCC meeting on: 11/17/04

Agenda Deadline: 11/2/04

CONTRACT COSTS

Total Dollar Value of Contract: Revenue Producing

Current Year Portion: N/A

Budgeted? N/A

Account Codes: N/A

Grant: N/A

County Match: N/A

ADDITIONAL COSTS

Estimated Ongoing Costs: N/A
(not included in dollar value above)

For: .
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	<u>1/1/04</u>	() ()	<u>PJH</u> Peter Horton	<u>11/1/04</u>
Risk Management	<u>10/29/04</u>	() (X)	<u>M. Slank</u> for Risk Management	<u>10/29/04</u>
O.M.B./Purchasing	<u>10/29/04</u>	() ()	<u>[Signature]</u> for OMB	<u>11/1/04</u>
County Attorney	<u>1/1/04</u>	() ()	<u>Pedro Mercado</u> County Attorney	<u>7/16/04</u>

Comments: _____

LEASE AGREEMENT EXTENSION

for
ENTERPRISE RENT-A-CAR
at the
Florida Keys Marathon Airport

THIS AGREEMENT is made and entered into the _____ day of _____, 2004, by and between **Monroe County** (hereinafter County) and **Enterprise Leasing Company** (hereinafter Enterprise), a Florida corporation.

WHEREAS, the parties hereto did on January 17, 1996, enter into a lease and concession agreement for use of space at the Marathon Airport; and

WHEREAS, the original agreement term ended on November 14, 1999, but was extended for an additional five years; and

WHEREAS, the parties desire to extend the original agreement term for another five years; now, therefore,

IN CONSIDERATION of the promises contained herein, the parties do agree as follows:

Section 1. Paragraph 2 of the original agreement is amended to read:

2. Term. This Agreement is for a term of five (5) years, commencing on November 15, 2004 and expiring on November 14, 2009.

Section 2. Subparagraph 3(a) is amended to read:

3(a) Counter Rental - Office/Counter space rental will be paid at the rate of \$6,100.78, plus tax, per year - space includes that space physically enclosed by the counter, side partitions and backwall. This rate includes the operating and maintenance expense directly related to the airline terminal cost center plus allocated administrative cost plus return on investment. These rates, which are currently equal to the airline rental rate for publicly exposed space, will be adjusted yearly, commencing November 15, 2005 of each year, by a percentage equal to the percentage increase in the CPI for urban consumers for the preceding calendar year. In the event of a deflationary CPI, no adjustment in the rental rates will be made.

Section 3. Subparagraph 3(b) is amended to read:

3(b) Car Prep. Area - this 7142 sq. ft. area will be paid at the rate of \$3,483.87, plus tax, per year - utilities to be paid by Enterprise. County shall obtain any development permits, use permits and occupational licenses necessary for the washing and other preparation, other than mechanical repairs, of cars for rental.

Section 4. Paragraph 12 is amended to read:

12. Utilities - Electricity, water and trash removal service will be assessed to Lessee at a surcharge of \$318.00 per month, which monthly fee shall be adjusted for each contract year commencing November 15, 2005, by a percentage equal to the

percentage increase in the CPI for urban consumers for the preceding calendar year.
In the event of a deflationary CPI, no adjustment in the rental rates will be made.

Section 5. Except as set forth above, in all other respects the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

(SEAL)
Attest:

ENTERPRISE RENT-A-CAR

By _____
Title _____

By [Signature]
Title VP Enterprise Rent-A-Car
a Florida Corporation

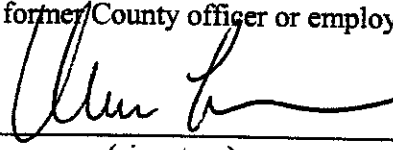
JairMAPEnterpriseX

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ATTORNEY'S OFFICE
DATE 2/16/07

**LOBBYING AND CONFLICT OF INTEREST CLAUSE
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.



(signature)

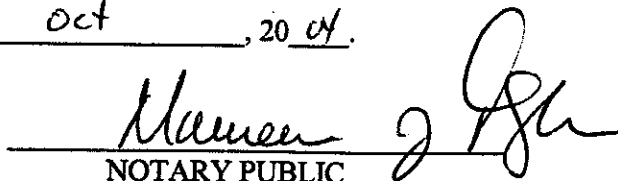
Date: 10/25/04

STATE OF Florida

COUNTY OF Broward

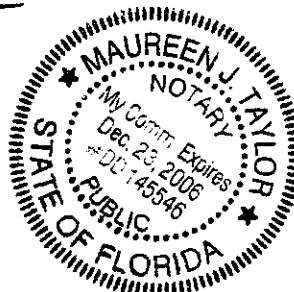
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Alan Levine who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 25 day of Oct, 2004.


NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4



PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

By: _____

A handwritten signature in black ink, appearing to be "Alan L.", written over a horizontal line.

LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION agreement is entered into by and between Monroe County, a political subdivision of the State of Florida, hereafter Lessor, and ENTERPRISE LEASING COMPANY, a Florida corporation, hereafter Lessee or Concessionaire.

WHEREAS, on the 17th day of January, 1996, the parties entered into a car rental lease and concession at the Marathon Airport, hereafter original lease. A copy of the original lease is attached to this extension agreement and made a part of it; and

WHEREAS, the original agreement term ends on November 14, 1999 but the parties desire to extend the original agreement term by five years; now, therefore,

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. Paragraph 2 of the original agreement is amended to read:
2. Term. This Agreement is for a term of five (5) years, commencing on November ~~15~~ 1999 and expiring on November 14, 2004
2. Except as set forth in paragraph one of this lease extension agreement in all other respects the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By

Jamie Hancock
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By

Shirley Freeman

Mayor/Chairperson

ENTERPRISE LEASING COMPANY

By

Stephen P. Bradley
Title *Regional Vice President*

Monroe County
Witnesses

jairilltextend

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY *Robert N. Wolfe*
ROBERT N. WOLFE
DATE *11-16-99*

LEASE AND CONCESSION AGREEMENT
MARATHON AIRPORT

THIS CONTRACT OF LEASE is made and entered into on the 17th day of JANUARY, 1996, by and between MONROE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as Lessor, and ENTERPRISE LEASING COMPANY, a Florida Corporation, hereinafter referred to as Lessee or Concessionaire;

WHEREAS, Lessor desires to grant to Lessee a non-exclusive right to operate an automobile rental concession at and from the Marathon Airport at Marathon, Florida, hereinafter referred to as Airport; and

WHEREAS, Lessor and Lessee desire, in connection with said operations, to provide for the leasing by Lessor to Lessee of certain space in and around the Airline Terminal at the Airport for the establishment of a Rental Car Concession to accommodate the Lessee's customers and provide space for the temporary placement of rental ready vehicles and for other purposes in connection with said operations, all as hereinafter more specifically provided;

NOW, THEREFORE, in consideration of the premises and of mutual covenants and promises hereinafter contained, the parties hereto do hereby agree as follows:

1. Premises - Lessor hereby leases to Lessee for its exclusive use as rental car office space #106 located in the airline terminal at Marathon, Monroe County, Florida, said space containing 247 square feet, and being designated "Auto Rental Office/Counter," as shown on Exhibit A, attached hereto and made a part hereof; and in addition thereto, hereby provides 7142 sq. ft. of car prep. area and fourteen (14) rental car ready spaces in the parking lot.

2. Term - This agreement is for a term of five (5) years, commencing November 15, 1994, and expiring on November 14, 1999.

3. Rental and Fees - Lessee will become responsible for payment of rental and fees effective the first full calendar month in which Lessee takes possession and begins operations at the Airport. Lessee, for and during the term hereof, shall pay to Lessor for the use and occupancy of said Basic Premises and for the rights and privileges herein granted it at the following scheduled rates and fees:

(a) Counter Rental: Office/Counter space rental will be paid for at the following rates:

Marathon Airport - \$20.00/sq. ft./per annum + tax.

Counter/office rental space includes that space physically enclosed by the counter, side partitions and backwall. This rate includes the operating and maintenance expense directly related to the airline terminal cost center plus allocated administrative cost plus return on investment. These rates, which are currently equal to the airline rental rate for publicly exposed space, will be adjusted yearly. The annual adjustment shall be made in accordance with percentage change in the Consumer Price Index (CPI) for Wage Earners and Clerical Workers in the Miami, Florida, area index, and shall be based upon the annual average CPI computation from January 1 through December 31 of the previous year.

(b) Car prep. Area - 7142 sq. ft. - .395/sq. ft./per annum - utilities to be paid by Lessee. Lessor shall obtain any development permits, use permits and occupational licenses necessary for the washing and other preparation, other than mechanical repairs, of cars for rental.

(c) Fourteen (14) Car Ready Spaces - Exhibit C - no charge.

(d) Concession Fee: Guaranteed minimum annual concession fee for each contract year of the five (5) year term of this concession agreement shall be \$27,000.00. The Lessee agrees to pay monthly ten (10) percent of gross revenues for the previous month or one twelfth (1/12) the guaranteed annual minimum, whichever is greater. In the event the total amount paid during any one year period under this method exceeds ten percent of gross revenues or the annual minimum guarantee, whichever is greater, for that one year period, an adjustment will be made to the first months rent for the next subsequent period or, at the end of the fifth year, reimbursement will be made within thirty days.

A performance bond in the amount of \$25,000 (twenty-five thousand dollars) shall be provided to the Board of County Commissioners and shall be held in escrow as security to insure conformance with the contract provisions. It is not the intent of the County to call the bond for rental payments unless there is a violation of the contract.

4. Definition of Gross Receipts - As used herein, the term "gross receipts" shall mean the total sum of money, from charges for net time, mileage, and personal accident insurance, paid or payable, whether by cash or credit, (after any discount specifically shown on the car rental agreement), by the customer to Concessionaire for or in connection with the use of vehicle contracted for, delivered or rented to the customer at the Airport, regardless of where the payment is made or where the vehicle is returned. The Concessionaire for the purpose of its concession rentals shall report all income, both cash and credit, in its monthly gross receipts statement.

5. Accounting Procedures - The Concessionaire shall keep records of all sales and revenues, whether for cash or credit, whether collected or not from its operations in a manner generally accepted as standard to the automobile rental industry located on Airports. Lessee agrees to operate its business upon the Airport so that a duplicate rental agreement invoice, serially pre-numbered, shall be issued for each sale or transaction whether for cash or credit. Lessee further agrees that it will make available to Monroe County, a full and complete book of accounts and other records required by the County to provide a true account of all revenues pertaining to its operations under the provisions hereof. The County, acting through its Finance Director or other authorized representative, shall have the right to inspect and audit the

Concessionaire's books of accounts and other records directly generated at the Marathon Airport office or otherwise pertaining directly to this agreement. Knowingly furnishing the County a false statement of its gross sales under the provision hereof will constitute a default by the Concessionaire of this agreement and the County may, at its option, declare this contract terminated. The Lessee retains the right to have its controller or a representative assigned by its controller to be present during any inspection or audit by the County. Ten (10) business day's notice must be given of intent to audit by the County to allow Lessee's controller sufficient time to schedule said presence.

6. Abatement of Minimum Guarantee - In the event that (1) for any reason the number of passengers deplaning on scheduled airline flights at the Airport during any month shall be less than eighty percent (80%) of the number of such deplaning passengers in the same period in the preceding calendar year, or in the event that (2) in the opinion of the Board of County Commissioners, the operation of Lessee's car rental business at the Airport is affected through no fault of Lessee by shortages or other disruption in the supply of automobiles, gasoline, or other goods necessary thereto, and said shortages or other disruptions results in the material diminution in Lessee's gross receipts hereunder for a period of at least thirty (30) days, and said shortages or other disruptions are not caused by a labor dispute with Lessee, such diminution to be satisfactorily demonstrated by Lessee to the Board of County Commissioners, then, in either event, the Minimum Guarantee Fee should be abated for the period of time such condition continues to exist. During said period of time, Lessee shall continue to

pay to the Lessor ten percent (10%) of gross receipts from the operations hereunder as hereinbefore defined.

7. Investment by the Lessee - All leasehold improvements and their titles shall vest immediately in Monroe County upon their acceptance by the County. Furniture, furnishings, fixtures and equipment will remain the personal property of Concessionaire and may be removed upon the termination of the agreement, provided all of its accounts payable to the County are paid at that time.

8. Leasehold Improvements - Lessee has the right during the term hereof, at its own expense, at any time from time to time, to install, maintain, operate, repair and replace any and all trade fixtures and other personal property useful from time to time in connection with its operation on the Airport, all of which shall be and remain the property of Lessee and may be removed by Lessee prior to or within a reasonable time after expiration of the term of this agreement; provided, however, that Lessee shall repair any damage to the premises caused by such removal. The failure to remove trade fixtures or other personal property shall not constitute Lessee a hold-over, but all such property not removed within ten (10) days after Lessee receives a written demand for such removal shall be deemed abandoned and thereupon shall be the sole property of the Lessor.

Leasehold improvements shall include any installation of walls, partitions, doors and windows, any electrical wiring, panels, conduits, service connections, receptacles or lighting fixtures attached to walls, partitions, ceilings or floor, all interior finish to floors, walls, doors, windows or ceilings; and all floor treatments or coverings, other than

carpeting, that is affixed to floors; sanitary disposal lines and sinks, commodes, and garbage disposal units; all heating, air treatment or ventilating distribution systems, including pipes, ducts, venthoods, air handling units and hot water generators; and all refrigerator rooms or vaults and refrigerated waste rooms including refrigeration or ventilating equipment included with same. Any furniture, fixtures, equipment, carpeting and draperies not classified as leasehold improvements above shall be the personal property of the Concessionaire.

9. Damage and Injury - Lessee covenants that it and all of its agents, servants, employees, and independent contractors will use due care and diligence in all of its activities and operations at the Airport and the Concessionaire hereby agrees to repay or be responsible to Monroe County for all damages to the property of the County which may be caused by an act or omission on the part of the Concessionaire, its agents, servants, or employees and except to the extent that such damage to the property is covered by insurance required to be provided by the Concessionaire under any provision hereof, or is provided by Monroe County (except subrogation rights of the County's carrier), Concessionaire shall pay, on behalf of the County, all sums which the County shall become obligated to pay by reason of the liability, if any, imposed by law upon the County for damages because of bodily injury, including damages for care and loss of service, including death at any time resulting from bodily injury and because of injury to/or destruction of property, including the loss or use thereof which may be caused by or result from any of the activities, omission, or operations of the Concessionaire, its agents, servants, or employees on the Airport.

10. Other Development of Airport - Monroe County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of the Concessionaire, and without interference or hindrance; provided, however, that in no event can the County deprive the Concessionaire of reasonable and direct routes of ingress and egress to the premises.

11. Terminal Area Planning - Lessee acknowledges that Monroe County has Master Plans including terminal area revisions. Lessee hereby agrees to cooperate to the fullest with the County, especially in those areas of terminal improvements which may at some time cause relocation of rental car facilities.

12. Utilities - Electricity, water and trash removal service will be assessed to Lessee at a surcharge of \$250.00 per month, which monthly fee shall be adjusted for each contract year commencing November 15, 1995, in accordance with the percentage change in the Consumer Price Index (CPI) for Wage Earners and Clerical Workers in the Miami, Florida, area index, and shall be based upon the annual average CPI computation from January 1 through December 31 of the previous year.

13. Lessee's Obligations - Lessee covenants and agrees:

(a) to pay the rent and other charges herein reserved at such times and places as the same are payable;

(b) to make no alterations, additions or improvements to the demised premises without the prior written consent of Lessor, which consent shall be not be unreasonably withheld;

(c) to keep and maintain the demised premises in good condition, order and repair during the term of this agreement, and to surrender the same upon the expiration of the term in the condition in which they are required to be

kept, reasonable wear and tear and damage by casualty, not caused by Lessee's negligence, riot and civil commotion, excepted;

(d) to observe and comply with any and all requirements of the constituted public authorities and with all federal, state or local statutes, ordinances, regulations, and standards applicable to Lessee or its use of the demised premises, including, but not limited to, rules and regulations promulgated from time to time by or at the direction of Lessor for administration of the Airport;

(e) to pay all taxes assessed or imposed by any governmental authority upon any building or other improvements erected or installed on the demised premises during the term of this agreement; and

(f) to control the conduct, manner and appearance of its officers, agents, and employees, and any objection from the Director of Airports concerning the conduct, manner or appearance of such persons, Concessionaire shall forthwith take steps necessary to remove the cause of the objection.

14. Lessor's Inspection and Maintenance - Lessor and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the demised premises for the following purposes:

(a) to inspect the demised premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this agreement with respect thereto; or

(b) to perform essential maintenance, repair, relocation, or removal of existing underground and overhead wires, pipes, drains, cables and conduits now located on or across the demised premises, and to construct, maintain, repair, relocate and remove such facilities in the future if necessary to carry out the Master Plan of development of the Airport; provided, however, that said work shall in no event disrupt or unduly interfere with the operations of Lessee, and provided further, that the entire cost of such work, including but not limited to the cost of rebuilding, removing, relocating, protecting or otherwise modifying any fixed improvements at any time erected or installed in or upon the demised premises by Lessor, Lessee or third parties, as a result of the exercise by Lessor of its rights hereunder, and the repair of all damage to such fixed improvements caused thereby, shall be borne solely by Lessor.

15. Indemnification - Lessee shall indemnify and hold Lessor forever harmless from and against all liability imposed upon Lessor by reason of legal liability for injuries to persons, or wrongful death, and damages to property caused by Lessee's operations or activities on such premises or elsewhere at the Airport, provided that Lessor shall give Lessee prompt and timely notice of any claim made against Lessor which may result in a judgment against Lessor because of such injury or damage and promptly deliver to Lessee any papers, notices, documents, summonses, or other legal process whatsoever served upon Lessor or its agents, and provided further that Lessee and its insurer, or either of them, shall have the right to investigate, compromise, or defend all claims, actions, suits and proceedings to the extent of Lessee's interest therein; and in connection therewith, the parties hereto agree to faithfully cooperate with each other and with Lessee's insurer or agents in any said action.

(a) Insurance - Lessee shall carry fire and extended coverage insurance, if obtainable, on all fixed improvements erected by Lessee on the demised premises to the full insurable value hereof, it being understood and agreed that for purposes hereof the term "full insurable value" shall be deemed to be that amount for which a prudent owner in like circumstances would insure similar property, but in no event an amount in excess of Lessee's original cost of constructing said fixed improvements.

(b) Coverage - The Lessee shall procure and maintain insurance of the types and to the limits as contained in Exhibit "D", which is hereby made a part of this Lease.

16. Non-Discrimination - Lessee shall furnish all services authorized under this agreement on a fair, equal and non-discriminatory basis to all persons or users thereof, charging fair, reasonable, and non-discriminatory prices for all items and services which it is permitted to sell or render under this agreement shall be construed as

requiring the Lessee to seek approval by Monroe County before or after Lessee establishes or alters its rental car rates. Franchisee shall not discriminate in its employment practices against any person on the basis of race, sex, creed, color, national origin, age or any other characteristic or aspect which is not job related.

17. Rules and Regulations - Lessee agrees to observe and obey, during the term of this agreement, all laws, ordinances, rules and regulations promulgated and enforced by the County and by any other proper authority having jurisdiction over the conduct of the operations at the Airport. Within thirty (30) days from the date of this contract, the County shall provide Lessee a written list of all rules and regulations which it has promulgated up until that time and which will effect the Lessee's operations hereunder. In the event new rules and regulations are contemplated, written notice of same shall be furnished to Lessee, and Lessee will be given thirty (30) days to comply. In the event that Lessee should determine that any contemplated rule or regulation unreasonably hinders him in his operation under this agreement, the Lessee shall so notify the County, and the parties hereto agree that any problem arising incidental thereto will, as much as possible, be worked out between the parties without the necessity to resort to further legal remedies.

18. Furnishing of Service - The Lessee further covenants and agrees that he will, at all times during the continuance of the term hereby demised and any renewal or extension thereof, conduct, operate, and maintain for the benefit of the public, the rental car concession provided for and described herein, and all aspects and parts and services thereof as hereinabove defined and set forth, and will make all such

facilities and services available to the public and that he will devote his best efforts for the accomplishment of such purposes.

19. United States' Requirements - This lease shall be subject and subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the Airport, and execution of which has been or may be required by the provision of the Federal Airport Act of 1946, as amended, or any future act affecting the operation or maintenance of the Airport, provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreement to include provisions protecting and preserving the rights of Lessee in and to the demised premises and improvements thereon, and to compensation for the taking thereof, and payment for interference therewith and for damage thereto, caused by such agreement or by actions of the Lessor or the United States pursuant thereto.

20. Lessor's Covenants - The Lessor covenants and agrees that:

(a) Lessor is the lawful owner of the property demised hereby, that it has lawful possession thereof; and has good and lawful authority to execute this Lease; and

(b) throughout the term hereof Lessee may have, hold and enjoy peaceful and uninterrupted possession of the premises and rights herein leased and granted, subject to performance by Lessor of its obligations herein.

21. Cancellation by Lessor - If any of the following events occur, the Lessee shall be deemed to be in default of its obligations under the agreement, in which case Monroe County shall give the Lessee notice in writing to cure such default within thirty

(30) days, or the concession will be automatically canceled at the end of that time and such cancellation will be without forfeiture, waiver, or release of the County's right to any such of money due pursuant to this agreement for the full term hereof:

(a) if Lessee shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy Laws of any other similar law or statute of the United States or any state, or government, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of Lessee;

(b) if any order or decree of a court of competent jurisdiction Lessee shall be adjudged bankrupt or an order shall be made approving a petition seeking its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy Laws of any law or statute of the United States or any state, territory, or possession thereof or under the law of any other state, nation, or government, provided, that if such judgment or order be stayed or vacated within ninety (90) days after the entry thereof, any notice of cancellation given shall be and become void and of no effect;

(c) if by or pursuant to any order or decree of any court or governmental authority, board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Lessee for the benefit of creditors, provided, that if such order or decree be stayed or vacated within sixty (60) days after the entry thereof or during such longer period in which Lessee diligently and in good faith contests the same, any notice of cancellation shall be and will become null, void and of no effect;

(d) if Lessee fails to pay the rental charges or other money payments required by this instrument and such failure shall not be remedied within thirty (30) days following receipt by Lessee of written demand from Lessor to do so;

(e) if Lessee defaults in fulfilling any of the terms, covenants, or conditions required of it hereunder and fails to remedy said default within thirty (30) days following receipt by Lessee of written demand from Lessor to do so, or if, by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Lessee of written demand from Lessor to do so, then, if Lessee shall have failed to commence the remedying of such default within thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof;

(f) if the Lessee shall desert or abandon the premises for seven (7) consecutive calendar days;

(g) if the concession or the estate of the Lessee hereunder shall be transferred, subleased, or assigned in any manner except in the manner as herein permitted;

(h) if the Lessee shall fail to pay any validly imposed tax; assessments; utility rent, rate or charge; or other governmental imposition; or any other charge or lien against the premises leased hereunder within any grace period allowed by law, or by the governmental authority imposing the same, during which payment is permitted without penalty or interest; in complying with this subparagraph the Lessee does not waive his right to protest such tax, assessment, rent, rate or charge; or

(i) if the Lessee fails to provide service as required by specifications for five days during any thirty day period, unless such failure is caused by an act of God, national emergency or a labor strike of which the Lessee has given the County immediate notice, the concession may be canceled within thirty (30) days of the giving of notice by the County and the Lessee shall not be permitted to cure such default.

22. Additional Remedies - In the event of a breach or a threatened breach by Lessee of any of the agreements, terms, covenants and conditions hereof, the County shall have the right of injunction to restrain said breach and to invoke any remedy allowed by law or equity, as if specific remedies, indemnity or reimbursement were not herein provided. The rights and remedies given to Monroe County are distinct, separate and cumulative, and no one of them, whether or not exercised by the County, shall be deemed to be in exclusion of any of the others herein or by law or in equity provided. No receipt, of monies by Monroe County from Lessee after the cancellation or termination hereof shall reinstate, continue or extend the term, or affect any notice previously given to Lessee, or operate as a waiver of the right of the County to enforce the payment of rentals and other charges then due or thereafter falling due, or operate as a waiver of the right of the County to recover possession of

the premises by suit or otherwise. It is agreed that, after the service of notice to cancel or terminate as herein provided, or after the commencement of any proceeding, or after a final order for possession of the premises, the County may demand and collect any monies due, or thereafter falling due, without in any manner affecting such notice, proceeding, or order; and any and all such monies and occupation of the premises, or at the election of the County on account of Lessee's liability hereunder. The parties agree that any litigation arising out of the agreement shall be brought in Monroe County, Florida, and determined under the laws of the State of Florida. The prevailing party shall pay any reasonable attorney's fees incurred by the other party in the event of litigation. Lessee will pay any reasonable attorney's fees incurred by the County in the enforcement of the agreement other than through litigation, including but not limited to all costs and attorney's fees in collecting, bankruptcy or reorganization proceedings, or appeal of any such matter.

23. Cancellation by Lessee - Lessee shall have the right upon written notice to Lessor, to cancel this agreement in its entirety upon or after the happening of one or more of the following events, if said event or events is then continuing:

(a) the issuance by any court of apparent competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Lessee of all or any substantial part of the/demised premises or preventing or restraining the use of the Airport for usual airport purposes in its entirety, or the use of any part thereof which may be used by Lessee and which is necessary for Lessee's operations on the Airport, which remains in force unvacated or unstayed for a period of at least one hundred twenty (120) days;

(b) the default of Lessor in the performance of any of the terms, covenants or conditions required of it under this instrument and the failure of Lessor to cure such default within a period of thirty (30) days following receipt of written demand from Lessee to do so, except that if by reason of the nature of such default, the same cannot be cured within said thirty (30) days, then Lessee

shall have the right to cancel if Lessor shall have failed to commence to remedy such default within said thirty (30) days following receipt of such written demand, or having so commenced, shall fail thereafter to continue with diligence the curing thereof;

(c) the inability of Lessee to conduct its business at the Airport in substantially the same manner and to the same extent as theretofore conducted, for a period of at least ninety (90) days, because of (i) any law, (ii) any rule, order, judgment, decree, regulation, or other action or non-action of any Governmental authority, board, agency or officer having jurisdiction thereof;

(d) if the fixed improvements placed upon the demised premises are totally destroyed or so extensively damaged that it would be impracticable or uneconomical to restore the same to their previous condition as to which Lessee is the sole judge. In any such case, the proceeds of insurance, if any, payable by reason of such loss shall be apportioned between Lessor and Lessee, Lessor receiving the same proportion of such proceeds as the then expired portion of the lease term bears to the full term hereby granted, and Lessee receiving the balance thereof. If the damage results from an insurable cause and is only partial and such that the said fixed improvements can be restored to their prior condition within a reasonable time, then Lessee shall restore the same with reasonable promptness, and shall be entitled to receive and apply the proceeds of any insurance covering such loss to said restoration, in which event this agreement shall not be canceled but shall continue in full force and effect, and in such case any excess thereof shall belong to Lessee;

(e) in the event of destruction of all or a material portion of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the United States Government, or any state or local government occupies the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport or the use of motor vehicles or airplanes by the general public, or a limitation of the supply of automobiles or of automobile fuel, supplies, or parts for general public use, and any of said events results in material interference with Lessee's normal business operations or substantial diminution of Lessee's gross revenue from its automobile rental concession at the Airport, continuing for a period in excess of fifteen (15) days;

(f) in the event that at any time prior to or during the term of this agreement, Lessee's presently existing right to operate an automobile rental concession at the Airport is withdrawn, canceled, terminated, or not renewed by Lessor;

(g) the taking of the whole or any part of the demised premises by the exercise of any right of condemnation or eminent domain;

(h) if at any time during the basic term or option term of this lease a majority of the scheduled air transportation serving the local area no longer operates from the Airport; or

(i) if at any time during the basic term hereof or the option periods, the Airport or terminal building is removed to a place more than three (3) road miles in distance from its present location.

(j) If at any time Lessee desires to terminate the lease without cause, and provides thirty (30) days prior written notice to the County, and pays two (2) month's rent and the greater of (a) 10% of the equivalent of two (2) month's gross, or (b) 2/12's of the minimum guarantee; or if Lessee desires to terminate the lease without cause and provides no notice or less than thirty (30) day's written notice, and pays three (3) month's rent and the greater of (a) 10% of the equivalent of three (3) month's gross, or (b) 3/12's of the minimum guarantee. For purposes of this paragraph, gross revenues shall be based on the immediately preceding two months or three months, respectively, depending upon whether thirty days notice is given.

24. Lessee's Reserved Rights - Nothing contained in this Agreement shall limit or restrict in any way such lawful rights as Lessee may have now or in the future to maintain claims against the federal, state, or municipal government, or any department or agency thereof, or against any interstate body, commission or authority, or other public or private body exercising governmental powers, for damages or compensation by reason of the taking or occupation, by condemnation or otherwise, of all or a substantial part of the demised premises, including fixed improvements thereon, or of all or a material part of the Airport with adverse effects upon Lessee's use and enjoyment of the demised premises for the purposes hereinabove set forth; and Lessor hereby agrees to cooperate with Lessee in maintenance of any just claim of said

nature, and to refrain from hindering, opposing, or obstructing the maintenance thereby by Lessee.

25. Assignment and Subletting - It is expressly agreed and understood that any and all obligations of Lessee hereunder may be fulfilled or discharged either by Lessee or by a Licensed member of Enterprise Rent-a-Car, duly appointed thereto by Enterprise Rent-a-Car, and that any and all privileges of every kind granted Lessee hereunder extends to any Licensee so appointed; provided, however, that notwithstanding the method of operation employed by Lessee hereunder any appointed Lessee always shall continue to remain directly liable to Lessor for the performance of all terms and conditions of this lease. Except hereinabove set out, the premises may not be sublet, in whole or in part, and Lessee shall not assign this agreement without prior written consent of Lessor, nor permit any transfer by operation of law of Lessee's interest created hereby, other than by merger or consolidation.

26. Other Use - Lessee shall not use or permit the use of the demised premises or any part thereof for any purpose or use other than an authorized by this agreement.

27. Liens - Lessee shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by Lessee or any of its contractors or subcontractors upon the demised premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at said premises, by or at the direction of Lessee.

28. Time - In computing Lessee's term within which to commence construction of any fixed improvements or to cure any default as required by this Lease, there shall be excluded all delays due to strikes, lockouts, acts of God and the public enemy, or by order or direction or other interference by any municipal, State, Federal or other governmental department, board, or commission having jurisdiction, or other causes beyond Lessee's control.

29. Paragraph Headings - Paragraph headings herein are intended only to assist in reading identification and are not in limitation or enlargement of the content of any paragraph.

30. Notices - Any notice of other communication from either party to the other pursuant to this agreement is sufficiently given or communicated if sent by registered mail, with proper postage and registration fees prepaid, addressed to the party for whom intended, at the following addresses:

For Lessor: Monroe County Board of County Commissioners
P. O. Box 1680
Key West, Florida 33040

For Lessee: Enterprise Leasing Company
2150 N. State Road 7
Lauderdale Lakes, FL 33313

or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.

31. The County hereby agrees not to enter into any automobile rental concession agreement with any person, partnership, or corporation other than the Concessionaire unless the same shall be upon terms no more favorable than those herein granted to the Concessionaire, and shall require automobile rental services substantially equivalent to those available from automobile rental concessionaires upon airports of comparable size throughout the United States. Nothing herein contained shall limited the County from making such reasonable distinctions between the automobile rental concessionaires with respect to the assignment or allocation of rental counter space and parking areas as may appear to it to be justified by the differing operational requirements of the respective rental car concessionaires by reason of the differing amounts of Airport automobile rental business done by each of the respective concessionaires.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective officer or representative thereunto duly authorized, the day and year first above written.

[SEAL]

ATTEST: DANNY L. KOLHAGE, CLERK.

By *Ruth Ann Jantzen*
Deputy Clerk

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By *Shirley Freeman*
Mayor/Chairman

Witness
[Signature]
Witness

ENTERPRISE LEASING COMPANY

By *[Signature]*
Title: Vice President/General Manager

b/AIR/enterrac.doc

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
[Signature]
County Clerk
10/26/95

MARATHON TERMINAL

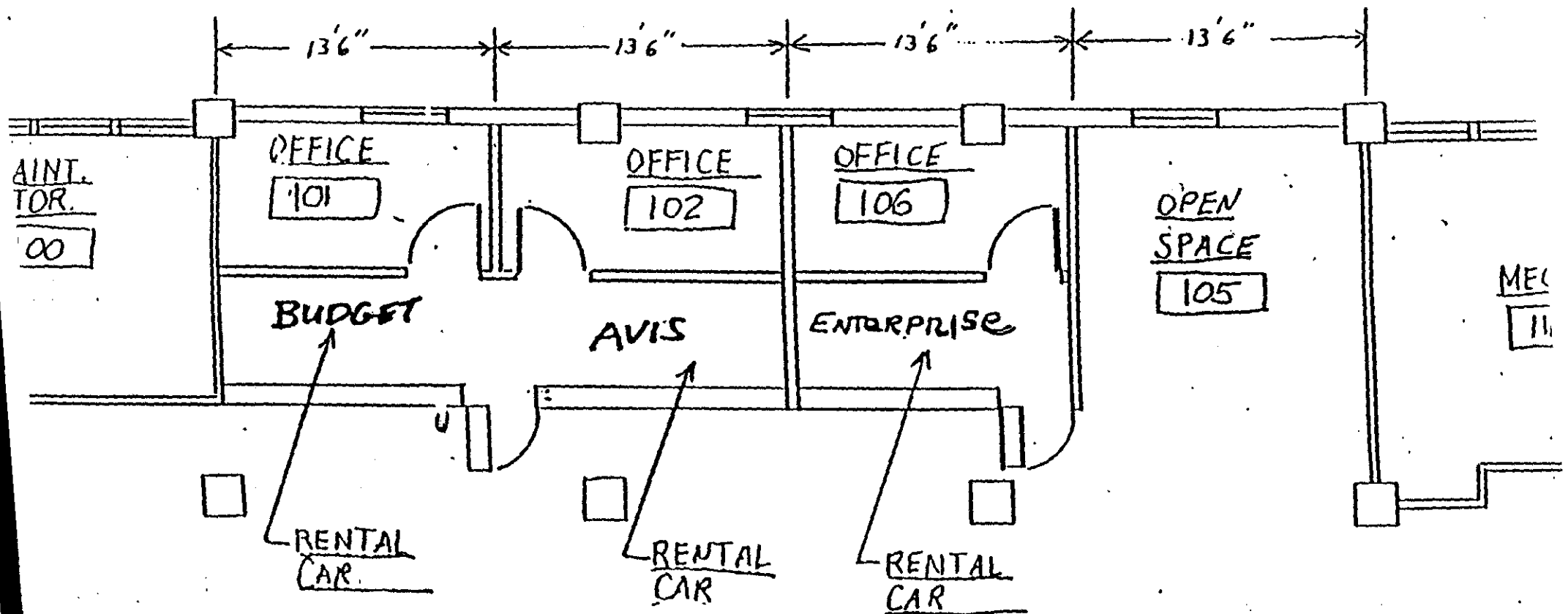
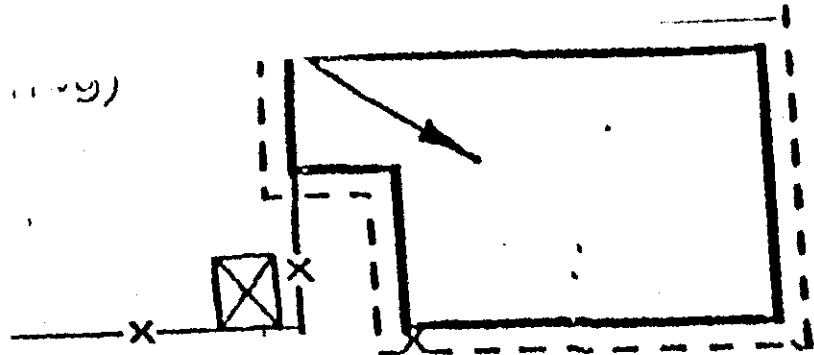


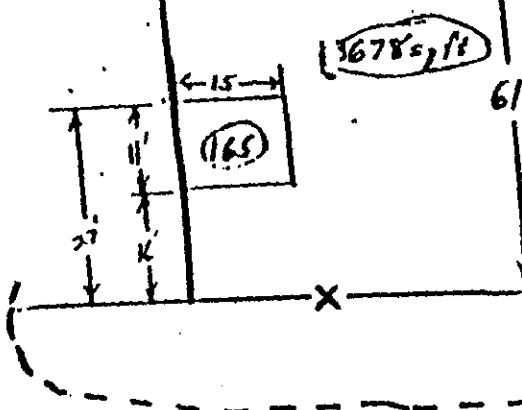
Exhibit A

51109)



SEPTIC
TANK
& DRAIN
FIELD

$$63' \times 61' = 3843 \text{ sq ft}$$
$$11' \times 15' = 165$$
$$\frac{3843}{165} = 23.29$$



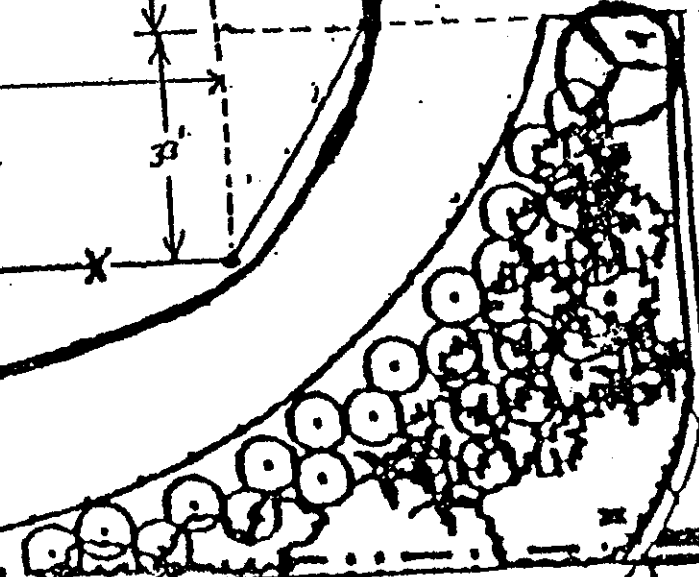
$$137' \times 52' = 7124 \text{ sq ft}$$
$$@ .395 \text{¢}$$
$$\$2813.98$$

Areas

$$137' \times 50' = 6850 \text{ ENTERPRISE}$$
$$23' \times 8' = 184$$
$$\frac{1}{2}(2718') = 108$$
$$7142 \text{ sq ft}$$
$$@ .395 \text{¢}$$
$$\$2821.09$$

$$66' \times 2' = 132$$
$$33' \times 20' = 660$$
$$43' \times 17' = 731$$
$$\frac{1}{2}(17 \times 20) = 170$$
$$7133 \text{ sq ft}$$
$$@ .395 \text{¢}$$
$$\$2817.53$$

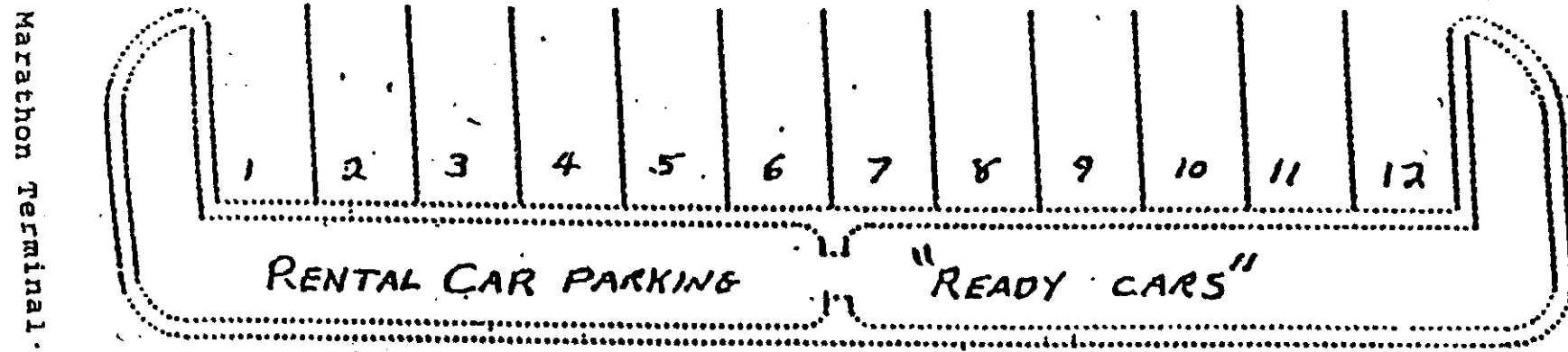
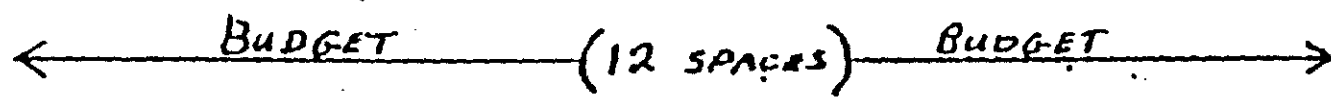
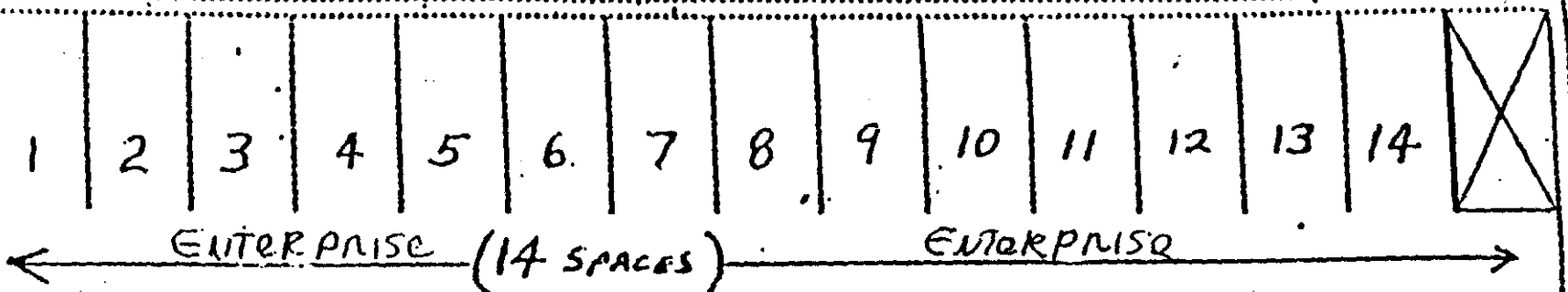
Budget



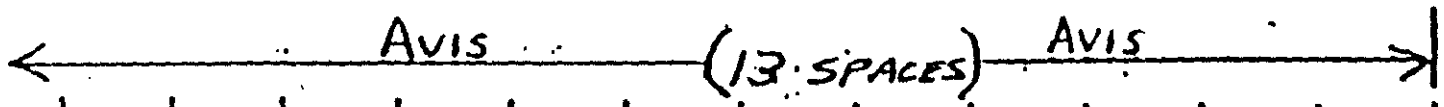
AVIS-14

BUDGET-13

BUDGET-14



Marathon Terminal



121 (1/1/1999)

MONROE COUNTY, FLORIDA
INSURANCE GUIDE
TO
CONTRACT ADMINISTRATION

General Insurance Requirements
for
Airport/Aircraft Activities

Prior to the commencement of work governed by this contract (including the pre-staging of personnel and material), the Vendor shall obtain, at his/her own expense, insurance as specified in the attached schedules, which are made part of this contract. The Vendor will ensure that the insurance obtained will extend protection to all Contractors engaged by the Vendor.

The Vendor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below.

The Vendor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all activities conducted by the Vendor and its Contractors until the required insurance has been reinstated or replaced.

The Vendor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Vendor's insurance shall not be construed as relieving the Vendor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \$ 500,000 per Person**
- \$ 1,000,000 per Occurrence**
- \$ 100,000 Property Damage**

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

12-11-1983

VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \$ 500,000 per Person
- \$1,000,000 per Occurrence
- \$ 100,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

1st Printing

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$1,000,000 Bodily Injury by Accident
\$1,000,000 Bodily Injury by Disease, policy limits
\$1,000,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.